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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

RECORDATION NO.

18224 A FILED

JUL 07 '06

11-51 AM

**SURFACE TRANSPORTATION BOARD**

OF COUNSEL  
URBAN A. LESTER

July 7, 2006

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination in Respect of Lease, dated as of July 5, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete termination and relates to the Assignment and Security Agreement previously filed with the Commission under Recordation Number 18224.

The names and addresses of the parties to the enclosed document are:

Lessor:	North America Rail Leasing #3 LLC (d/b/a Babcock & Brown Rail Leasing) 1 Dag Hammarskjold Plaza 885 Second Avenue, 49th Floor New York, NY 10017
Lessee:	Elgin, Joliet and Eastern Railway Company 600 Grant Street, Suite 1887 Pittsburgh, PA 15219
Guarantor:	Transtar, Inc. 600 Grant Street, Suite 1887 Pittsburgh, PA 15219

Mr. Vernon A. Williams  
July 7, 2006  
Page 2

A description of the railroad equipment covered by the enclosed document is:

100 covered coil railcars TERMINATED: EJE 7400 – EJE 7499.

A short summary of the document to appear in the index is:

Termination in Respect of Lease.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

JUL 07 '06

11-51 AM

EXECUTION VERSION

## SURFACE TRANSPORTATION BOARD

TERMINATION IN RESPECT OF LEASE

THIS TERMINATION IN RESPECT OF LEASE (this "Termination") is made this 5th day of July, 2006 among North America Rail Leasing #3 LLC (d/b/a Babcock & Brown Rail Leasing) ( the "Lessor"), Elgin, Joliet and Eastern Railway Company (the "Lessee") and Transtar, Inc. (the "Guarantor").

WHEREAS, the Lessor (as ultimate assignee of The CIT Group/Equipment Financing, Inc.) and the Lessee executed an Assignment and Security Agreement dated as of April 30, 1993 (the "Assignment"), which Assignment was filed with the Surface Transportation Board ("STB") on May 5, 1993 and bears recordation number 18224, with respect to that certain Master Railcar Lease Agreement dated as of April 30, 1993 (as amended, modified or supplemented from time to time, the "EJ&E Lease") and the railcars subject thereto as specified on Exhibit I hereto (the "Units"); and

WHEREAS, the Lessor has sold the railcars to the Lessee and the Lessor and the Lessee have agreed to terminate the EJ&E Lease and wish to record such termination with the STB;

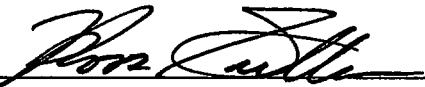
NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have caused this Termination to be executed by their respective duly authorized officers as of the date first above written and, intending to be legally bound, agree as follows:

1. Effective on the date hereof:
  - (a) the EJ&E Lease is terminated;
  - (b) the Lessor and the Lessee shall have no further obligations under the EJ&E Lease except for those obligations which expressly survive the termination thereof (including, without limitation, the general indemnity under Section 10 thereof); and
  - (c) that certain Guaranty Agreement dated as of April 30, 1993 (the "Guaranty"), from the Guarantor in favor of the Lessor is terminated and the Guarantor will have no further obligations under the Guaranty except for those obligations of the Guarantor which expressly survive the termination of the Guaranty.
2. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.
3. This Termination shall be governed by and construed in accordance with the laws of the State of New York and is being delivered in the State of New York.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have each caused this Termination in Respect of Lease to be duly executed and delivered as of the date first above written.

NORTH AMERICA RAIL LEASING #3 LLC  
(d/b/a BABCOCK & BROWN RAIL LEASING),  
as Lessor

By:   
Name: Ross Sullivan  
Title: Vice President

ELGIN, JOLIET AND EASTERN RAILWAY  
COMPANY, as Lessee

By: \_\_\_\_\_  
Name:  
Title:

TRANSTAR, INC, as Guarantor

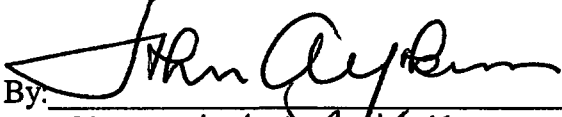
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination in Respect of Lease to be duly executed and delivered as of the date first above written.

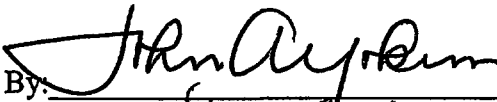
NORTH AMERICA RAIL LEASING #3 LLC  
(d/b/a BABCOCK & BROWN RAIL LEASING),  
as Lessor

By: \_\_\_\_\_  
Name:  
Title:

ELGIN, JOLIET AND EASTERN RAILWAY  
COMPANY, as Lessee

By:   
Name: JOHN A. YOKIM  
Title: VP FINANCE + TREASURER

TRANSTAR, INC, as Guarantor

By:   
Name: JOHN A. YOKIM  
Title: VP FINANCE + TREASURER

STATE OF CALIFORNIA )

) SS:

COUNTY OF SAN FRANCISCO )

On July 5, 2006, before me, Shannon Lynne Roberti, Notary Public, personally appeared Ross Sullivan, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shannon Lynne Roberti



State of Pennsylvania )

)

County of Allegheny )

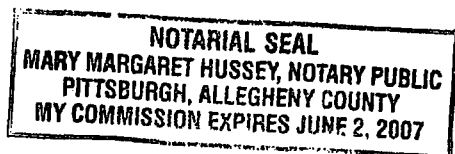
On this, the 5th day of July, 2006, before me, a Notary Public in and for said County and State, personally appeared JOHN A. YOKIM, who acknowledged himself/herself to be a duly authorized person of Elgin, Joliet and Eastern Railway Company, and that, as such duly authorized person, he/she executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal on the date above mentioned.

Name: [Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_



State of PENNSYLVANIA )

)

County of ALLEGHENY )

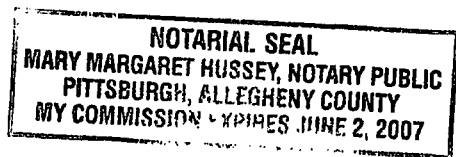
On this, the 5TH day of JULY, 2006, before me, a Notary Public in and for said County and State, personally appeared JOHN A YOKIM, who acknowledged himself/herself to be a duly authorized person of Transtar, Inc., and that, as such duly authorized person, he/she executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal on the date above mentioned.

Name: [Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_





**Exhibit I to  
Termination in Respect of Lease**

**LEASE AND EQUIPMENT**

<u>Lessee</u>	<u>No. of Cars</u>	<u>Description</u>	<u>Reporting Marks</u>
Elgin, Joliet and Eastern Railway Company	100	Covered Coil Cars	EJE 7400-7499, inclusive

# 3886879\_v1

TERMINATION IN RESPECT OF LEASE

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

7/7/06



\_\_\_\_\_  
Robert W. Alvord